

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
LOCAL 14581 (Central Bridge Co., LLC)

and

Case No. 09-CB-255776

SEAN MICHAEL WOODS,
an individual

Linda B. Finch, Esq.,
for the General Counsel.

Alton D. Priddy, Esq.,
(Priddy, Cutler, Leighty
& Meade, PLLC),
Louisville, Kentucky,
for the Respondent.

Paul E. Goatley, Esq.,
(Fisher Phillips, LLP)
Louisville, Kentucky,
for the Employer.

DECISION

STATEMENT OF THE CASE

PAUL BOGAS, Administrative Law Judge. I heard this case remotely using videoconferencing technology¹ on February 18, 23, and 24, 2021. Sean Michael Woods, an individual, filed the charge on February 5, 2020, and the amended charge on June 4, 2020. The Director for Region 9 of the National Labor Relations Board (the Board) issued the complaint and notice of hearing (the complaint) on June 17, 2020. The complaint alleges that the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 14581 (Union or Respondent) violated Section

¹ Due to the compelling circumstances created by the Coronavirus Disease pandemic, the hearing in this case was conducted remotely by videoconference using Zoom technology and under appropriate safeguards. See *William Beaumont Hospital*, 370 NLRB No. 9 (2020).

8(b)(1)(A) of the National Labor Relations Act (the Act) when, on about January 30, 2020, Union steward Velinda Johnson threatened employees of Central Bridge Co., LLC (the Employer or Central Bridge) with loss of employment and the shut down of the job site if they refused to sign cards authorizing the Union to be their collective bargaining representative. The Respondent filed a timely answer in which it denied committing the violations alleged.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the General Counsel and the Respondent, I make the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

I. JURISDICTION

The Respondent admits, and I find, that at all material times it has been a labor organization within the meaning of Section 2(5) of the Act and that Central Bridge has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

II. ALLEGED UNFAIR LABOR PRACTICES

FACTS

A. BACKGROUND

In January 2020, Central Bridge was a subcontractor for a highway construction project in Jackson County and Owsley County, Kentucky (the Jackson Owsley job or project). The alleged violation in this case took place at one of two jobsites where Central Bridge employees were performing work. At that jobsite, six Central Bridge employees were constructing a culvert to prepare for a road to be built over a stream. The Central Bridge employees were not represented by the Union or any other labor organization.

The general contractor for the Jackson Owsley job was Bizzack Construction, LLC, (Bizzack). Bizzack was party to a collective bargaining agreement with the Union. Under that agreement, the Union was the collective bargaining representative for a unit that included 100 Bizzack employees working on the Jackson Owsley job. Although the employees of Bizzack's subcontractors – including Central Bridge – were not covered by the agreement, the provisions of the agreement required Bizzack to provide the Union with information about its major subcontractors and about the type of work the subcontractors would perform, and also to allow Union representatives to visit any covered job during working hours. Respondent's Exhibit Number (R Exh.) 1, at Article 5 and Article 6.

B. EXCHANGE BETWEEN JOHNSON AND THE CENTRAL BRIDGE EMPLOYEES

Work on the Jackson Owsley job started in December 2019. Velinda Johnson was a Bizzack employee working on the Jackson Owsley project, and on January 15, 2020, the Union made her its steward for that project. Johnson was, at all times relevant to the

allegations in this case, the Union's agent.² Johnson's primary duty as steward was to have employees sign cards that authorized the Union to both act as their collective bargaining representative and receive union dues and fees from employees' pay.³ Johnson testified that the president of the local Union told her that in addition to obtaining signed union cards from the Bizzack employees, she "needed to get cards on" the employees of subcontractor Central Bridge. Transcript at Page(s) (Tr.) 269-270.

On January 30, 2020, Johnson obtained signed union cards from three of the Bizzack employees. In addition, Johnson advised the Bizzack project superintendent that she needed to visit the Central Bridge employees to obtain union cards from them. A Bizzack supervisor then used a white Bizzack truck to transport Johnson to the jobsite where Central Bridge employees were constructing a culvert. When Johnson arrived at the jobsite, six Central Bridge employees were present. Those employees were Billy Anderson (laborer), Stephen Arnett (carpenter), Scott Hayes (operator), Gary Hurt (carpenter), Cody Vanover (carpenter) and the charging party Sean Woods (carpenter). Travis Lawson – the Central Bridge foreman in charge of the culvert work – was at a different jobsite. In Lawson's absence, Hayes was the employee in-charge at the culvert jobsite. Tr. 135. Johnson exited the truck and started down from the road towards the area where the Central Bridge employees were working. She did not know any of these employees. Hayes noticed Johnson approaching and indicated to her and/or to the other workers that the workers would come up to meet her. Hayes and Arnett were the first two who reached Johnson and then the other men gathered in the area. Anderson and Woods continued to talk to Johnson after the other four workers had signed union cards and returned to their job duties. The four Central Bridge employees who testified about this exchange all stated either that Johnson identified herself to them as a union steward or that they were aware, or became aware, that she was a union steward. Central Bridge employees who testified about Johnson's visit observed that her mode of transportation was one of the white company trucks. No one raised their voice during the exchange.

The key factual dispute in this case is over the specifics of what Johnson said, or did not say, during the 5-to-20-minute conversation with Central Bridge employees at the culvert jobsite on January 30. Four of the six Central Bridge employees who were present for various parts of this exchange were called as witnesses (Arnett, Hayes, Vanover, Woods) by the General Counsel and their testimonies were generally consistent and mutually corroborative, especially with respect to the most important aspects of the exchange. According to those four witnesses – Johnson handed paperwork out to the Central Bridge employees and stated that they were union cards and/or that they related to union dues and initiation fees. Johnson also dispensed pens and told the workers that they "need" to sign the cards. Tr. 22, 124, 230. Several of the employees responded by telling Johnson that they did not want to be in the Union. Tr. 22, 49, 52, 59, 66, 124, 125-126, 197-198, 231-232, 251, 257-258. Woods mentioned that he had been in a union when he worked for a previous employer. Tr. 48-49, 125-126, 207, 275. Johnson told the Central Bridge employees that unless they signed the cards they could not continue working on the job. Tr. 22, 124-125, 198, 257-258. In reaction to the employees' reluctance to sign the cards, Johnson said that, if they did not sign, she would return with her men and shut the job down. Tr. 21-22, 123-124, 230-231, 257-258.

² General Counsel Exhibit (GC Exh.) 1(j) (Respondent Union's amended answer admitting Paragraph 5 of the complaint.)

³ The cards had separate signature blocks for membership and deductions from pay.

Faced with this threat, each of the six Central Bridge workers signed a union card and returned it to Johnson, who walked back to the truck and left. Arnett, Hayes, Vanover, and Woods all testified that, despite signing the cards, they were never required to pay any union dues or fees while working on the Jackson Owsley project.

The only witness for the Respondent Union was Johnson herself. Her account was consistent in some respects with that of the Central Bridge employees, but she denied key elements of their accounts. Consistent with the accounts of the Central Bridge employees, Johnson stated that she came to the site with union cards, that the workers came up from the stream to meet her, and that she told them "I've got these cards that I need you guys to sign." Johnson vehemently denied, however, that any of the Central Bridge employees at the culvert site told her that they did not want to sign the cards. Tr. 293-294. In addition, she denied telling them that they could not continue working there if they did not sign. Ibid. When asked to comment on the fact that four witnesses for the General Counsel had given testimony contrary to her own, Johnson said: "What I would call them is liars. They're absolutely telling lies." Ibid. Johnson did not expressly deny that she told the Central Bridge employees that if they did not sign the cards she would come back with her men, however, I construe her testimony as denying that. The General Counsel's witnesses testified that she made the statement about returning with her men in response to their unwillingness to sign the cards, and so Johnson's denial that the men were unwilling to sign amounts to a denial of the "come back with her men" threat. Also, as is discussed below, Johnson testified that it was Central Bridge employee Woods who told the employees that if they did not sign the union cards Johnson would come back with her guys and shut the job down.

Johnson's account of the interaction with Central Bridge employees at the culvert jobsite was as follows. She approached the employees and they began coming towards where she was. One of the employees stated that she "smelled good." Tr. 273-274. Then she told the workers that she had cards "I need you guys to sign" and one of them asked "[a]re these the cards we're not supposed to sign?" Tr. 274, 291. According to Johnson, before she had a chance to respond, Woods told the other workers: "Might as well go ahead and sign them and save time. If we don't, she's going to go over there and get them guys and bring them back and it will just shut everybody down and it will be wasted time. We're going to sign them anyway." Tr. 274, 292. The six Central Bridge employees signed the cards, gave them to Johnson and she walked back to the Bizzack truck and left for the second Central Bridge worksite.

After considering the demeanor and testimony of the witnesses, corroboration, inherent probabilities, and the record as a whole,⁴ I find that the account of the four witnesses for the General Counsel is far more credible than the contrary account of Johnson regarding the key facts of the January 30 exchange. Arnett, Hayes, Vanover, and Woods each testified in a calm, cooperative manner, and their testimonies were mutually corroborative regarding the key facts. In addition, none of them had anything obvious to gain from testifying against the Union. These witnesses do not stand to receive any monetary award from a remedy in this litigation since they did not pay union dues or fees as a result of providing the signed cards to Johnson.

⁴ See *Daikichi Sushi*, 335 NLRB 622, 623 (2001), *enfd.* 56 Fed.Appx. 516 (D.C. Cir. 2003).

Moreover, the record does not show that these witnesses had reason to believe that by giving false testimony against the Union they could curry favor with Central Bridge. Although Central Bridge appeared through legal counsel in this case, Central Bridge did nothing to support the case against the Union and the record does not otherwise establish that Central Bridge bore antiunion animus. Woods (the Charging Party), for one, had not even worked for Central Bridge in approximately a year. On the other hand, Johnson's demeanor was at times defensive and prickly and her account of the key disputed facts was not corroborated by any other testimony or documentary evidence. The Respondent did not call either of the remaining two employees who were present for the January 30 exchange (Anderson and Hurt), or anyone to whom Johnson relayed her version of the key facts in the immediate aftermath of the exchange. Unlike the General Counsel's witnesses, Johnson did have some personal stake in the outcome of this litigation since the complaint identifies her by name as the person who took the actions alleged to be unlawful.

In addition, the Central Bridge employees' accounts of the back and forth between Johnson and themselves rang true, whereas Johnson's account did not. In particular, I note that Johnson does not actually deny that there was a threat that she would get her men and shut down the job. Rather what she claims is that it was *Woods*, not her, who made the threat. Why in the world would charging party Woods, who the record establishes did not want to join the Union, step in to pressure the Central Bridge employees on Johnson's behalf? It is overwhelmingly more plausible that Johnson, who admitted that she had been told by the Union president that she "needed" to get cards from the Central Bridge employees, and who further admitted that she had, in fact, told the employees that they "needed" to sign the cards, would respond to the employees' reluctance by pressuring them to return signed cards. I note, moreover, that the record shows that the exchange lasted approximately 5 to 20 minutes and it is hard to imagine how Johnson's version of events could account for even a fraction of the low end of that estimate. In her account she said little if anything beyond telling the workers "I've got these cards that I need you guys to sign" and advising Woods to note on his card that he had already paid the initiation fee. This suggests that Johnson was eliding much of the exchange.

For the above reasons, I find that on January 30 Johnson made the disputed statements testified to by the General Counsel's witnesses – specifically, that Johnson told them they would not be permitted to continue working at the jobsite unless they signed the union cards and that if they refused to sign the cards she would get her men and come back and shut down the culvert jobsite.

C. EMPLOYEES' INTERACTIONS WITH LAWSON ON JANUARY 30 AND 31

All of the unlawful conduct described in the complaint is alleged to have taken place during the above-described interaction between Johnson and the six Central Bridge employees. Nevertheless, the parties discussed subsequent exchanges on January 30 and 31 between Lawson and the six employees. I set forth below what the record shows regarding these subsequent events.

After Johnson left the culvert worksite on January 30, Hayes, Vanover and Arnett all tried to reach their foreman – Lawson – by phone regarding Johnson's visit. Hayes was the first to succeed in contacting Lawson about this. Lawson responded by coming to the jobsite,

and the employees gave him an account of Johnson's visit. Some or all of the employees told Lawson that they had not wanted to join the Union, but felt that they had to sign the cards in order to continue working on the job. Lawson asked if any of the employees had been "okay with signing the cards and okay with joining," to which all of them said "they didn't want to, that they didn't want to be part of it." Tr. 132. The employees suggested the possibility of retrieving the cards from Johnson. Lawson stated that he would try to do that, and left the culvert jobsite. When Lawson returned, he told the employees that Johnson had refused to return the cards. A couple of hours before normal quitting time, Lawson spoke to Hayes by phone and told him that the employees should go home for the day. Lawson credibly testified that the reason he told the crew to stop work early was that "it was too late really to really start on any – start back on our work, and . . . we'd just knock the day off early, and would come back the next morning to get a fresh start." Tr. 187-188. Nevertheless, Hayes was under the impression that the Union, not Lawson, had made the decision that they would quit early, and testified that in the past he had "heard of" union stewards shutting jobs down. Tr. 30, 53. Johnson credibly testified that she lacked any authority to send the Central Bridge employees home early. Tr. 267-268. Hayes' impression notwithstanding, I find that the directive to "knock the day off early" was not given by Johnson, but by Lawson and for the reason testified to by him.

All the Central Bridge employees who met with Johnson at the culvert jobsite on January 30, arrived for work at their normal start time on the morning of January 31. After about an hour, Lawson told the Central Bridge employees working on the culvert that the Union had declared a strike and was shutting down all the Bizzack jobs in Kentucky. Tr. 204, 238-239. According to the testimony of a Central Bridge foreman, even if Bizzack employees were not working, the Central Bridge employees could still proceed with their subcontracting work. Tr. 114. Nevertheless, Lawson told the Central Bridge employees to go home because of a strike. According to Lawson, he was conveying information and instructions provided to him by one of the owners of Central Bridge. Tr. 188-189. The record does not include any non-hearsay evidence regarding a strike by the Union against Bizzack, nor does it show the reason for any such action, including whether it was based on a dispute involving Bizzack's use of Central Bridge. Therefore, I find that, while the evidence shows that Central Bridge sent the culvert jobsite employees home from the work on January 31, it does not show that this action was necessitated by a strike or other action by the Union.⁵

⁵ A Bizzack project manager testified that some Bizzack employees reported to him that Johnson had told them to stop working on January 31, Tr.86-87, but none of the Bizzack employees who purportedly heard Johnson give that directive testified. I find that the testimony of the project manager about Johnson's directive is unreliable hearsay. Johnson testified that she did not tell Bizzack employees to stop work on January 31. Tr. 294-295.

ANALYSIS

Among the employee rights protected by Section 7 of the Act is the “right to refrain from” joining or assisting labor organizations.⁶ This protection includes the right to refuse to sign union authorization cards. *Intl. Union of Electrical Workers, Local 601*, 180 NLRB 1062, 1062-1063 (1970) (union checkoff authorization cards). “Any conduct, express or implied, which coerces an employee in his attempt to exercise this right clearly violates Section 8(b)(1)(A)” of the Act.⁷ *Id.* at 1062. The test for whether the union’s conduct is unlawfully coercive is an “objective” one, meaning that it does not depend on the conduct’s actual effect on the listeners, but rather on whether, “under the circumstances existing, it may reasonably tend to coerce or intimidate employees in the exercise of rights protected under the Act.” *Steelworkers Local 5550*, 223 NLRB 854, 855 (1976); see also *Teamsters Local 391*, 357 NLRB No. 187, slip op. at 1 (2012).

The record establishes in this case that the Union unlawfully coerced employees in violation of Section 8(b)(1)(A). On January 30, 2020, Johnson, a steward and agent of the Union, went to a jobsite and instructed the six employees of non-union subcontractor Central Bridge to sign cards authorizing the Union to be their bargaining representative and receive dues and fees from their pay. When some of the employees stated that they did not want to join the Union and did not want to sign the union cards, Johnson responded by threatening the employees with job loss unless they complied with her instruction. Specifically, Johnson threatened that if the employees did not sign the cards they would have to stop working on the project and that she would shut down the jobsite. “The law is settled that threats by a union of loss of employment if employees do not join the union coerce or restrain employees in the exercise of the rights guaranteed by Section 7 of the Act in violation of Section 8(b)(1)(A) of the Act.” *Sav-On-Drugs and Retail Clerks Union, Local 770*, 227 NLRB 1638, 1644 (1977); see also *Communications Workers Local 1101*, 281 NLRB 413, 413-414 (1986) (“having been told he had to become a union member to retain his job, [employee] did not voluntarily become a union member by checking the checkoff card’s membership box”); *Clement Bros. Co.*, 165 NLRB 698, 698 and 707 (1967).

The Union argues that even if Johnson threatened the employees with loss of employment, those threats did not violate the Act because Johnson testified that she, in fact, had no authority to shut down the job site or stop the Central Bridge employees from working there. However, even assuming that Johnson lacked any ability to cause the to lose employment, the Union’s argument fails. The cases holding that a union violates the Act by threatening employees with job loss if they refuse to join or assist a union are not dependent

⁶ Section 7 of the Act provides:

Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining and other mutual aid or protection, and shall also have the right to refrain from any or all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in [this title.]

⁷ Section 8(b)(1)(A) of the Act provides:

It shall for be an unfair labor practice for a labor organization or its agents – (1) to restrain or coerce (A) employees in the exercise of the rights guaranteed in section 7.

on the union actually having the ability to make good on the threat. To the contrary, the Board has held that “[t]he fact that the [union] might very well not be able to carry out the threat does not make it any less coercive.” *Hotel, Motel, Restaurant Employees, Local 483*, 227 NLRB 666, 668 (1976), citing *Local 511, St. Louis Offset Printing Union, AFL-CIO*, 130 NLRB 324, fn. 1 (1961); see also *Sav-On-Drugs*, 227 NLRB at 1644 (“Any contention that the threats [of job loss if employees refused to join union] did not coerce the employees because the Union could not effectuate them . . . or because the employees may not have believed it likely that the threats would be carried out, is not a defense.”). There was no substantial evidence that reasonable employees in the circumstances present here would feel confident that Johnson could not make good on her threat, and indeed, Hayes, who was in charge at the worksite in the foreman’s absence, testified that he had heard that union stewards could shut down jobs. Although the test for whether a statement is coercive is based on what a reasonable employee would believe, not on whether the threat had its desired effect, it is still worth noting that in this case the threat was coercive enough that, even though several employees told Johnson that they did not want to join, and initially resisted signing the cards, all of the employees followed Johnson’s instruction before her visit ended. Moreover, a reasonable employee’s trepidation that a union steward could make good on a threat of job loss is somewhat heightened when, as in this case, the steward made the threat at the jobsite and had been brought to that jobsite in a company truck. Cf. *Sav-On-Drugs*, 227 NLRB at 1645 (threat that failure to join the union will result in job loss is unlawfully coercive even though the union representative had no control over employment where, inter alia, the union representative made the threat on the employer’s premises and was present at the invitation of the employer).

I find that the Union, by Johnson, coerced employees in violation of Section 8(b)(1)(A) of the Act on January 30, 2020, by telling them that if they did not sign union cards they could not continue working and that she would shut down the jobsite where they were working.

CONCLUSIONS OF LAW

1. The Respondent, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 14581, is a labor organization within the meaning of Section 2(5) of the Act.

2. Central Bridge Co., LLC, is an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

3. The Respondent, by Johnson, coerced employees in violation of Section 8(b)(1)(A) of the Act on January 30, 2020, by threatening that if they did not sign union cards they could not continue on the job and that she would shut down the jobsite where they were employed.

4. The above unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that the Union engaged in unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act. I will order that the Union post copies of the attached notice at its own local facilities. In addition, I am cognizant of the fact that the employees affected by the Union's unlawful threats were not members of the Union and are therefore unlikely to see notices posted at the Union's facilities. Therefore, I will also direct that the Union make additional signed copies of the notice available for the employer, Central Bridge Co., LLC, to post, if it wishes, in order to apprise the affected employees of their rights under the Act. See *Yellow Freight Systems of Indiana*, 327 NLRB 996, 998 and 999 (1999).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended Order.⁸

ORDER

The Respondent, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 14581, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Threatening employees of Central Bridge Co., LLC, with job loss if they refuse to sign cards or other paperwork authorizing the Respondent to represent them for purposes of collective bargaining and/or authorizing the Respondent to receive union dues or fees deducted from their pay.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Return the union cards to the employees who signed them on January 30, 2020, during the exchange at which the Union made unlawful threats, and give those union cards no effect.

(b) Within 14 days after service by the Region, post at its facilities and jobsites in Jackson County and Owsley County, Kentucky, copies of the attached notice marked "Appendix."⁹ Copies of the notice, on forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all


⁸ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

⁹ If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

places where notices to employees are customarily posted. In addition, the Respondent Union will make additional signed copies of the notice available to the employer, Central Bridge Co., LLC, for the employer to post if it wishes. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its members and/or the public by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current and former employees of Central Bridge Co., LLC, who worked on the Jackson Owsley project at any time since January 30, 2020.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. July 27, 2021



PAUL BOGAS
U.S. Administrative Law Judge

APPENDIX**NOTICE TO EMPLOYEES**

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT threaten employees of Central Bridge Co., LLC, with job loss or otherwise prevent them from working for refusing to sign cards or other paperwork authorizing us to represent them for purposes of collective bargaining and/or authorizing us to receive union dues and fees deducted from their pay.

WE WILL NOT in any like or related manner restrain or coerce employees of Central Bridge Co., LLC, in the exercise of their rights under Section 7 of the Act.

WE WILL return the union cards to employees who signed them on January 30, 2020, during the exchange at which union steward Velinda Johnson made unlawful threats, and will give those cards no effect.

UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, LOCAL 14581

(Labor Organization)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov

John Weld Peck Federal Building, 550 Main Street, Room 3003, Cincinnati, OH 45202-3271
(513) 684-3686, Hours: 8:00 a.m. to 4:30 p.m.

The Administrative Law Judge's decision can be found at www.nlr.gov/case/09-CB-255776 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER (513) 684-3733.